

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

| | |
|----------------------------|---|
| -----X | |
| | : |
| 41-45 PROPERTY OWNER, LLC, | : |
| Plaintiff, | : |
| | : |
| -against- | : |
| | : |
| CDM1, LLC, | : |
| Defendant. | : |
| -----X | |

22 Civ. 8634 (LGS)

ORDER

LORNA G. SCHOFIELD, District Judge:

WHEREAS, on June 27, 2022, Plaintiff filed a Summons with Notice in the Supreme Court of the State of New York, County of New York, regarding an Option Agreement between the parties executed on October 6, 2017. On October 11, 2022, Defendant removed the case to federal court and filed an Answer and Counterclaim. The Answer and Counterclaim attached the Option Agreement as Exhibit 1.

WHEREAS, on October 11, 2022, Defendant filed a motion to seal Exhibit 1 on the basis of the Option Agreement’s confidentiality provision. In its motion to seal, Defendant stated that it took no position on whether the contract needs to be sealed.

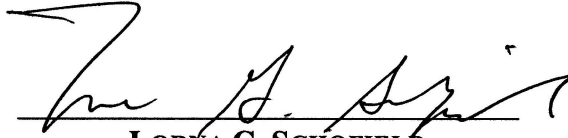
WHEREAS, on November 11, 2022, Plaintiff filed a Complaint, and attached the Option Agreement as Exhibit B. Plaintiff filed the Complaint publicly and did not file a motion to seal.

WHEREAS, the public has a presumptive right of access to court records. *See Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 119-20 (2d Cir. 2006) (describing public right of access at common law and under the First Amendment). In this case, Plaintiff has filed the relevant Agreement publicly and Defendant states that it does not take a position on whether the Agreement needs to be sealed. Since neither party seeks to rebut the presumption of public access, the presumption applies. It is hereby

ORDERED that Defendant's motion to seal is **DENIED**.

The Clerk of Court is respectfully directed to unseal the document at Docket No. 5 and to close the motion at Docket No. 2.

Dated: November 15, 2022
New York, New York



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE